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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

JOSEPH AND VICTORIA FORMOSA,

Plaintiff(s),

vs.

GREAT NORTHWEST INSURANCE
COMPANY,

Defendant(s).

CASE NO.: 6:15-cv-83

COMPLAINT

Breach of Contract

Claim over \$75,000

JURY TRIAL REQUESTED

Joseph and Victoria Formosa, hereafter plaintiffs, allege that, at all time's material hereto, as follows:

1. Plaintiffs both live in Lane County Oregon and are domiciled in Oregon.
2. Defendant is an insurance corporation authorized to issue insurance and conduct business in the State of Oregon, but is foreign carrier with its principal place of business headquartered in another state.

JURISDICTION

3. This Court has diversity jurisdiction over the parties pursuant to 28 U.S.C.

COMPLAINT

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sections 1332 and 2201. The amount in controversy exceeds \$75,000 exclusive of costs and interest.

VENUE

4. Venue in this District is proper under 28 U.S.C. section 1391 and L.R. 3.4. in the Eugene Division of Oregon. The fire loss occurred in Southern Lane County Oregon and the most convenient location for trial of this matter is in Eugene Oregon.

FIRST CLAIM FOR RELIEF

5. Plaintiffs' were the beneficial owners of certain real property located in Lane County, Oregon, and commonly referred to as 77773 Gillespie Road, Cottage Grove Oregon, hereafter the "premises". Located on this premise was a single family residence lived in by plaintiffs.
6. Plaintiffs had purchased an insurance Home Owners Policy from defendant, hereafter the Policy, which was in effect on or about June 20 2012, naming the plaintiffs as the insured.
7. On or about June 20 2012, a fire occurred that damaged the dwelling on the premises, rendering it uninhabitable, and ruining and destroying the contents therein.
8. Under the terms, conditions, limitations and exceptions contained in the policy, the policy provided replacement cost insurance coverage for the structure and the personal property located in the dwelling and damaged, plus loss of use, debris removal, plant or shrub losses and additional coverage's under the terms and conditions of the policy from losses due to perils such as fire.
9. Plaintiffs have submitted a claim for the damage caused by this fire.

COMPLAINT

10. Plaintiffs have done everything on their part under the policy to be performed.

11. Plaintiffs notified an agent of Defendant on or about June 21 2012 of the fire loss.

Defendant began its investigation of this loss at the burn site immediately upon receiving notice.

12. Plaintiffs previously brought an action in this Court against defendant in Case No. 6:13-CV-789-TC for damages that occurred as a result of the same fire as alleged herein. All claims therein were dismissed in favor of the defendant except for the Replacement of the Structure claim. That claim was considered not ripe and a Dismissal of that claim without Prejudice was entered. See Document 47, Magistrate Coffin's FINDINGS AND RECOMMENDATIONS, adopted by Judge McShane in Document 49, OPINION AND ORDER, and Document 50, the JUDGMENT entered by Judge McShane.

13. Plaintiffs have replaced their house. And although defendant has made some payments for loss to the structure, defendant has failed, refused, delayed and neglected to pay this portion of the claim in full. This constitutes a breach of the Policy.

14. As a result of the breach of contract by defendant, plaintiffs have suffered damages in the amount of \$102,000.

15. Plaintiffs are to recover prejudgment interest at the legal rate of 9% per annum that has accrued on each past due benefit under the policy from December 20 2014 until paid.

16. Plaintiffs have been required to retain the services of an attorney in this matter and should be awarded their reasonable attorney fees incurred herein pursuant to ORS 742.061.

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WHEREFORE, Plaintiffs pray that they recover as alleged above and for their damages, costs, disbursements, attorney's fees and any other relief the court deems just, incurred herein.

/s/ R. Scott Taylor

R. Scott Taylor, Of Attorneys for Plaintiffs